



November 18, 2016

VIA ECFS AND FEDERAL EXPRESS

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th St., S.W.
Washington, DC 20554

**Re: AT&T Corp. v. Great Lakes Commc'n Corp., Docket No. 16-170,
File No. EB-16-MD-001**

Dear Ms. Dortch:

On behalf of Great Lakes Communication Corp. ("Great Lakes"), I have enclosed for filing the **Public Version** of its Responses and Objections to AT&T Corp.'s First and Second Requests for Interrogatories. As contemplated by the Commission's rules and the Protective Order entered in connection with the File noted above, all confidential information has been redacted from this **Public Version**.

Great Lakes is separately filing via overnight delivery hard copies of the **Confidential and Highly Confidential Versions** of its responses. In addition, copies of all versions of the submission are being served electronically on AT&T's counsel, and courtesy copies are also being provided electronically to the Commission's Enforcement Bureau.

Please don't hesitate to contact me if you have any questions regarding this filing.

Respectfully submitted,

A handwritten signature in blue ink that reads 'J. Bowser'.

Joseph P. Bowser
COUNSEL FOR GREAT LAKES COMMUNICATION CORP.

Enclosures

PUBLIC VERSION

cc: James F. Bendernagel, Jr., Counsel for Complainant
Michael J. Hunseder, Counsel for Complainant
Brian A. McAleenan, Counsel for Complainant
Benjamin R. Brunner, Counsel for Complainant
Lisa Griffin, FCC
Anthony DeLaurentis, FCC
Sandra Gray-Fields, FCC
Christopher Killion, FCC

PUBLIC VERSION

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

**AT&T CORP.
One AT&T Way
Bedminster, NJ 07921
(202) 457-3090**

Complainant,

v.

File No. EB-16-MD-001

**GREAT LAKES COMMUNICATION CORP.
1501 35th Avenue, W
Spencer, IA 51301
(712) 580-4700**

Defendant.

**GREAT LAKES COMMUNICATION CORP.'S
RESPONSES AND OBJECTIONS TO AT&T CORP.'S FIRST AND SECOND
REQUESTS FOR INTERROGATORIES**

Pursuant to 47 C.F.R. § 1.729(c), Defendant Great Lakes Communication Corp. (“Great Lakes” or “GLCC”) submits the following responses and objections to those interrogatories in AT&T’s First and Second Requests for Interrogatories that AT&T has not stipulated to withdraw, without prejudice, as reflected in the Parties’ Joint Statement of Stipulated Facts, Disputed Facts, Key Legal Issues and Discovery and Scheduling.

GENERAL OBJECTIONS

In addition to the specific objections set forth below, Great Lakes objects generally as follows:

PUBLIC VERSION

1. Great Lakes generally objects to any interrogatory to the extent it seeks information that is not relevant to the material facts in dispute and necessary to the resolution of the dispute, or is otherwise inconsistent with 47 C.F.R. § 1.729.

2. Great Lakes generally objects to any interrogatory that seeks information that is not in the possession, custody, or control of Great Lakes.

3. Great Lakes generally objects to any interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, or other judicially recognized privilege.

4. Great Lakes generally objects to any interrogatory that seeks proprietary and confidential information and/or trade secrets. Notwithstanding this objection, to the extent the Commission determines that discovery of such information or documents is necessary, Great Lakes is willing to provide the requested discovery pursuant to the terms of the parties' Protective Order in this proceeding.

5. Great Lakes generally objects to any interrogatory that requests additional discovery through production of documents. Great Lakes opposes AT&T's request for documents because AT&T has not provided a valid explanation of why the documents sought by AT&T are "necessary to the resolution of the dispute." 47 C.F.R. § 1.729(b). The documents provided with the Complaint and Answer are sufficient for the Commission to resolve this dispute, consistent with the agency's fact-pleading process for resolution of formal complaints. *See Implementation of the Telecommunications Act of 1996, Amendment of Rules Governing Procedures to Be Followed When Formal Complaints Are Filed Against Common Carriers*, Report and Order, 12 F.C.C. Rcd. 22497, 22529 ¶¶ 70-71, 22534 ¶81 (1997). Great Lakes further objects to AT&T's document requests because documents are not necessary to provide

responsive information to any of the interrogatories. AT&T's document requests are overly broad, and the burden production would impose on Great Lakes outweighs AT&T's need for discovery of the documents it requests.

6. Great Lakes generally objects to the interrogatories because AT&T has exceeded its limit of ten written interrogatories. *See* 47 C.F.R. § 1.729(a). In particular, Interrogatories ATT-GLCC 7, 8, and 9 have multiple sub-parts and/or present both an interrogatory request and a request for production of documents. Thus, AT&T has exceeded the permissible limit under Section 1.729(a) of the Commission's rules. *See id.* ("Subparts of any interrogatory will be counted as separate interrogatories for purposes of compliance with this limit.").

OBJECTIONS TO DEFINITIONS

1. Great Lakes generally objects the Definitions to the extent they purport to require Great Lakes to provide information or documents not currently within its possession, custody, or control.

2. Great Lakes objects to Definition No. 8 insofar as mischaracterizes any of Great Lakes' high-volume customers as "Free Calling Parties."

OBJECTIONS TO INSTRUCTIONS

1. Great Lakes generally objects to Instruction No. 1 to the extent it places an undue burden on Great Lakes and requires Great Lakes to supplement its responses beyond what is required by 47 C.F.R. § 1.720(g).

2. Great Lakes objects to Instruction No. 2; demanding Great Lakes to "[p]rovide all information, including all documents, related to answering the interrogatory" renders each interrogatory vague, unintelligible, without limit, unduly burdensome, and objectionable insofar

as it purports to demand the production of information or communications protected by the attorney-client privilege and work-product doctrine.

3. Great Lakes generally objects to Instruction No. 12 to the extent it seeks information beyond what is required by 47 C.F.R. § 1.729.

RESPONSES TO SPECIFIC INTERROGATORIES

ATT-GLCC 1:

Identify and produce all agreements or contracts that were in effect during the Relevant Period and that relate to Termination Services.

OBJECTIONS: Great Lakes objects to this interrogatory because it relates to a claim with no legal merit, Count I of AT&T's Formal Complaint. In justifying this interrogatory, AT&T states that this information is necessary to resolve its claim that Great Lakes' refusal to provide a direct-trunked transport service to AT&T was unjust and unreasonable in violation of Section 201(b) of the Communications Act. As explained in greater detail in its accompanying Legal Analysis, Section I, Great Lakes has no legal duty to provide AT&T with a direct connect service generally, or at the rate in CenturyLink's access tariff specifically. To the contrary, Great Lakes' tariffed access service has at all times complied with the Commission's CLEC access charge benchmarking rules.¹ Moreover, AT&T knows that Count I of is Complaint is legally defective; its declarant in this proceeding, Mr. Habiak, has testified as follows:

Establishing a connection between two networks is expensive, and it requires time and the cooperation of *both* parties. **LECMI [a CLEC] has no obligation to establish a "direct" connection with AT&T Corp. or any other IXC, and no obligation to route traffic over such a connection if there were one. And obviously, LECMI has no incentive to establish a "direct" connection that results in much lower access revenues to itself or cuts off its share of the Complainants' access revenues; to the contrary, LECMI's natural self-interest creates an affirmative incentive *against* cooperation.**²

Even if Count I were not legally defective, this interrogatory seeks information and documents that are not relevant to the material facts in dispute in this proceeding or necessary to

¹ See 47 C.F.R. § 61.26.

² **Exhibit 1**, Rebuttal Testimony of John W. Habiak, on behalf of AT&T Corp, in Michigan Public Service Commission Case No. U-17619, at 4-5 (Sept. 11, 2014) (emphasis added in bold).

PUBLIC VERSION

the resolution of the dispute. Any agreements or contracts Great Lakes may have with other entities relating to Termination Services have no bearing on whether Great Lakes has a legal duty under the Communications Act and the Commission's rules and implementing orders to establish a direct connection with AT&T.

Finally, in its explanation in support of this request, AT&T claims that in "some cases" least cost routing providers have represented that they are able to complete calls to carriers engaged in access stimulation, which AT&T believes to have been accomplished through agreements for Termination Services. AT&T has offered no evidence to justify its suspicions or support this allegation. Nor has AT&T shown that any such agreements would be relevant to a CLEC's obligation to provide direct-trunk transport service. Accordingly, Great Lakes objects to providing the information and documents requested by this interrogatory.

RESPONSE: Subject to and without waiving its foregoing objections, Great Lakes states that it has entered into commercial agreements with the following carriers, under which the contracting party and Great Lakes have agreed to exchange long-distance traffic in IP format at a mutually agreed-upon point of interconnection, and Great Lakes then terminates that traffic to the applicable Great Lakes end user:

[[BEGIN HIGHLY CONFIDENTIAL]]

[REDACTED]

[[END HIGHLY CONFIDENTIAL]]

PUBLIC VERSION

To the extent those agreements were memorialized in writing, copies are being produced as HIGHLY CONFIDENTIAL subject to the Protective Order.

ATT-GLCC 4:

With respect to any Marketing Agreements or Telecommunications Service Agreements between GLCC and its Free Calling Parties that were identified or produced in the underlying litigation, have any of those Agreements been amended or modified in any respect? If so, for each such Agreement, identify the specific amendments or modifications and produce a copy of the amended or modified Agreement.

OBJECTIONS: Great Lakes objects to this interrogatory because it seeks information and documents that are not relevant to the material facts in dispute in this proceeding or necessary to the resolution of the dispute. Great Lakes has already produced voluminous documents to AT&T, including dozens of Marketing Agreements and Telecommunications Service Agreements.³ Additional discovery beyond what Great Lakes has already produced is not necessary for the Commission to resolve the dispute as to whether Great Lakes' conferencing customers are end users under its Tariff.

Great Lakes further objects insofar as the interrogatory is vague as to its identification of which agreements "were identified or produced in the underlying litigation." In its definition of "Free Calling Party," AT&T lists companies it contends were identified in the underlying litigation; however, that list excludes certain conferencing customers with agreements that Great Lakes produced in the underlying litigation.⁴ Great Lakes objects to the extent that AT&T's request is ambiguous or redundant. Great Lakes further objects to the request as futile, because regardless of the terms of Great Lakes' arrangements with its customers, AT&T invents ever more absurd and tortured constructions of them, such that it is futile to respond to this request,

³ See, e.g., **Exhibit 10**, Starkey Report at Exhibit C (summary of Marketing Agreements and Telecommunications Service Agreements that Great Lakes entered into with its conferencing customers).

⁴ See Joint Exhibit List, Exhibit Nos. 2004(cc), 2004(dd), 2004(ee).

PUBLIC VERSION

for even if they recited that the parties were contracting for Great Lakes' provision of "telecommunications services," and the invoices recited that they were issued by Great Lakes "for telecommunications services rendered," and the customer paid them, AT&T would doubtless find some other meritless excuse to attack the plain terms of those records.

RESPONSE: Subject to and without waiving its foregoing objections, Great Lakes states that its agreements with **[[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]]** have been amended, and that its agreements with **[[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]]** have been assigned to a successor entity; copies of the documents memorializing those changes are being produced subject to the Protective Order.

ATT-GLCC 5:

Has GLCC entered into any Marketing Agreement or Telecommunications Services Agreement with Free Calling Parties that was [sic] not identified in the underlying litigation? If so, identify and produce each such Agreement.

OBJECTIONS: Great Lakes objects to this interrogatory for the same reasons set forth in its objections to ATT-GLCC 4.

RESPONSE: Subject to and without waiving its foregoing objections, Great Lakes states that, in addition to those reflected in its discovery productions in the underlying litigation, Great Lakes has entered into a Marketing Agreement and Telecommunications Service Agreement, each of which are being produced subject to the Protective Order, with **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

ATT-GLCC 7:

As regards GLCC's Telecommunications Services Agreements with its Free Calling Parties, has GLCC billed, and have the Free Calling Parties paid, all amounts owed pursuant to those Agreements? If so, state by year (for the period from January 1, 2012 to the present) both the total amounts billed by GLCC and the total amounts paid by the Free Calling Parties pursuant to those Agreements. If any amounts were either not billed or not paid under those Agreements, state by year (for the period from January 1, 2012 to the present), both the amounts that were not billed and the amounts that were not paid, and explain why those amounts were either not billed or not paid.

OBJECTIONS: Great Lakes objects to this interrogatory insofar as it seeks "by year" the "total amounts" billed by Great Lakes and paid by its conferencing customers pursuant to Telecommunications Services Agreements, which are not relevant to the material facts in dispute in this proceeding or necessary for resolution of the dispute. To the extent this interrogatory is seeking information on the timing of Great Lakes' collections and accounts receivable turnover, such information is also irrelevant to whether Great Lakes' customers ultimately pay a fee for telecommunications service.

Great Lakes further objects to this interrogatory insofar as it seeks information that has already been produced to AT&T in the underlying litigation. Great Lakes has already produced voluminous documents to AT&T responsive to this interrogatory, including the invoices sent to its conferencing customers and documentation verifying Great Lakes' receipt of payment from these customers for telecommunications services. In his August 18, 2014 Expert Report, Great Lakes' expert, Michael Starkey, described and catalogued his review of Great Lakes' agreements, invoices, and payment documentation, covering invoices from January 2012 through

July 2014, in support of his conclusion that each customer paid Great Lakes a fee for the telecommunications services they were provided.⁵ AT&T's proffered expert, Dr. Toof, has indicated that he reviewed and relied upon the documents listed in Exhibits C and D to Mr. Starkey's report.⁶ As AT&T has had these documents, along with Mr. Starkey's summary in Exhibit D, in its custody and possession for over two years, Great Lakes objects to providing any billing or payment information before August 2014, including the "total amounts" billed and paid for the years 2012 and 2013.

RESPONSE: Subject to and without waiving the foregoing objections, Great Lakes affirms that its conferencing customers have consistently been billed by and paid Great Lakes a monthly fee for the services Great Lakes provides them under their Telecommunications Services Agreements.⁷ Consistent with the agreement of the parties' counsel to produce representative samples of Great Lakes' customer invoices to evidence the fact that there has been no material change in Great Lakes' billing and collection practices vis-à-vis its conferencing customers, Great Lakes is producing copies of each customers' invoices (which reflect the prior payment and any outstanding amount, together with the current monthly charges for telephone and other ancillary services) for the following periods: December 2014, May 2015, January 2016, and October 2016; it is also producing an aging report reflecting its conferencing customers' account status. Great Lakes notes that, although it entered into a Telecommunications Service Agreement and Marketing Agreement with **[[BEGIN**

⁵ See **Exhibit 10**, Starkey Report at 7-8; *id.* at Exhibit C (summary of Marketing Agreements and Telecommunications Service Agreements that Great Lakes entered into with its conferencing customers); *id.* at Exhibit D (summary of invoices and payments, along with the associated Bates numbers correlating to Great Lakes' document production in the underlying litigation).

⁶ **Exhibit 13**, Toof Dep. Tr. 39:24-41:2.

⁷ See Answer ¶¶ 5, 44; Legal Analysis § II.

CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED] [[END CONFIDENTIAL]]

ATT-GLCC 11:

Identify and produce all documents reflecting Joshua D. Nelson’s conversations with AT&T representatives regarding GLCC’s provision of a direct connection service, including, but not limited to, the conversation discussed in paragraph 14 of Mr. Nelson’s Declaration dated September 14, 2016.

OBJECTIONS: Great Lakes objects to this interrogatory because it relates to a claim with no legal merit, Count I of AT&T’s Formal Complaint. In justifying this interrogatory, AT&T states that this information is necessary to resolve its claim that Great Lakes’ refusal to provide a direct-trunked transport service to AT&T was unjust and unreasonable in violation of Section 201(b) of the Communications Act. As explained in greater detail in its initial Legal Analysis, Section I, Great Lakes has no legal duty to provide AT&T with a direct connect service generally, or at the rate in CenturyLink’s access tariff specifically. To the contrary, Great Lakes’ tariffed access service has at all times complied with the Commission’s CLEC access charge benchmarking rules.⁸ Moreover, AT&T knows that Count I of is Complaint is legally defective; its declarant in this proceeding, Mr. Habiak, has testified as follows:

Establishing a connection between two networks is expensive, and it requires time and the cooperation of *both* parties. **LECMI [a CLEC] has no obligation to establish a “direct” connection with AT&T Corp. or any other IXC, and no obligation to route traffic over such a connection if there were one. And obviously, LECMI has no incentive to establish a “direct” connection that results in much lower access revenues to itself or cuts off its share of the Complainants’ access revenues; to the contrary, LECMI’s natural self-interest creates an affirmative incentive *against* cooperation.**⁹

⁸ See 47 C.F.R. § 61.26.

⁹ **Exhibit 1**, Rebuttal Testimony of John W. Habiak, on behalf of AT&T Corp, in Michigan Public Service Commission Case No. U-17619, at 4-5 (Sept. 11, 2014) (emphasis added in bold).

Even if Count I were not legally defective, this interrogatory seeks information and documents that are not relevant to the material facts in dispute in this proceeding or necessary to the resolution of the dispute. Any conversation Mr. Nelson has had with an AT&T representative has no bearing on whether Great Lakes has a legal duty under the Communications Act and the Commission's rules and implementing orders to establish a direct connection with AT&T.

Great Lakes further objects to this request to the extent it seeks materials protected by the attorney-client privilege or attorney work-product doctrine.

RESPONSE: Subject to and without waiving its objections, Great Lakes states that there are no documents in its custody, possession, or control, that reflect or memorialize Mr. Nelson's conversation with any AT&T representative regarding Great Lakes' provision of a "direct connection service" to AT&T. Great Lakes further notes that AT&T has invoked the attorney-client privilege with respect to Mr. Giedinghagen's written notes that allegedly relate to his February 2012 non-privileged conversation with Mr. Nelson (*see* ATT000352-54), and that AT&T's corporate witness, Mr. Habiak, had "no idea" at his November 2014 deposition what Mr. Giedinghagen and Mr. Nelson may have discussed in February 2012. *See also* Great Lakes Answer ¶ 56.

AT&T-GLCC 12:

In paragraph 18 of his Declaration, Mr. Nelson asserts that he has “reached numerous mutually acceptable business arrangement [sic] with other carriers under which Great Lakes terminates long distance traffic pursuant to contract.” Identify each such agreement and either produce it or describe the material “technical and financial terms of those [sic] commercial agreements [sic].”

OBJECTIONS: Great Lakes objects to this interrogatory because it seeks information and documents that are not relevant to the material facts in dispute in this proceeding or necessary to the resolution of the dispute. As the cited paragraph of Mr. Nelson’s testimony reveals, Great Lakes reaches voluntary, commercial arrangements with carriers that do not engage in unlawful self-help, and which, also unlike AT&T, are “prepared to discuss the technical and financial terms of the commercial agreement.” In Great Lakes’ experience, as highlighted by AT&T’s refusal to even allow Great Lakes to *unequivocally accept AT&T’s “direct connect” offer*, AT&T is prepared only to withhold and litigate. Great Lakes has already produced one such voluntary commercial agreement with a third party to AT&T, and AT&T has not offered a single detail or fact from that contract that AT&T claims makes its (legally defective) claim more or less viable. Thus, the request is overly broad and unduly burdensome. Moreover, none of Great Lakes’ commercial agreements involve the indirect “direct connection” service AT&T is proposing, viz., bypassing INS’s transport service in favor of CenturyLink’s. Accordingly, Great Lakes objects to providing the factually and legally irrelevant information and documents requested by this interrogatory.

RESPONSE: Subject to and without waiving its foregoing objections, Great Lakes notes that it is producing each such agreement that has been reduced to writing, the terms of which speak for themselves, and further states that it has been exchanging traffic in IP format

[[BEGIN HIGHLY CONFIDENTIAL]]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[[END HIGHLY CONFIDENTIAL]]

ATT-GLCC 13:

In paragraph 20 of his Declaration, Mr. Nelson states that he is “confident that AT&T has numerous options to get its traffic to Great Lakes that do not require [sic] INS’s CEA service.” Identify and describe each such option (including but not limited to the material terms, such as price) and state the basis for Mr. Nelson’s confidence that such options are available to AT&T.

OBJECTIONS: Great Lakes objects to this interrogatory for all of the reasons set forth in its objections to Interrogatories AT&T-GLCC 11 and 12. Great Lakes further objects because AT&T has not shown that any such arrangements would be relevant to a CLEC’s obligation to provide direct-trunk transport service.

Great Lakes further objects to this interrogatory because the proffered rationale is without merit. AT&T claims that it needs this information to rebut Great Lakes’ defense that it “need not have permitted AT&T to direct trunk to its end office because ‘AT&T has not offered any competent evidence establishing that it was either willing or able to actually install ‘direct trunking’ to Great Lakes’ end office switch.” But that is not the point Mr. Nelson’s quoted language was addressing. There, he was merely rebutting the false proposition that AT&T had repeated throughout its complaint that Great Lakes had somehow *forced* AT&T to use INS’s FCC-approved CEA service. Because Great Lakes knows that it has numerous commercial agreements under which those carriers deliver IP traffic on a wholesale basis directly to Great Lakes (and therefore do not route their traffic via INS’s TDM-based CEA service), it necessarily follows that Great Lakes has not forced AT&T to use INS’s CEA service. Rather, AT&T’s self-help, failure to reasonably negotiate with Great Lakes, and refusal to route its traffic through any of the available, existing IP-based routes is the cause of AT&T’s alleged grievance over the

FCC's existing policy. None of those available, existing IP routes have anything to do with AT&T's hypothetical, TDM-based "direct connect" that it would, in theory, purchase from CenturyLink. Accordingly, Great Lakes objects to providing the information and documents requested by this interrogatory.

RESPONSE: Subject to and without waiving its foregoing objections, Great Lakes identifies the following facts in support of the statements identified in this interrogatory:

- First, AT&T could have accepted any of Great Lakes' numerous offers to connect directly to Great Lakes' network and exchange IP format;
- Second, AT&T could not have repudiated its June 26, 2015 direct-connect offer as unacceptable, but rather worked in good faith to finalize the formal written agreement, rather than opportunistically using the district court's referral order as an excuse to continue taking service from Great Lakes for free;
- Third, AT&T could have contracted directly with any of the carriers identified in response to Interrogatory No. 1 above, who have been willing to and capable of exchanging traffic with Great Lakes in IP format on mutually agreeable terms. There was no impediment to AT&T doing so, and Great Lakes understands that each such carrier has, or would and could make available, the capacity necessary to carry AT&T's traffic to Great Lakes. Indeed, numerous of these carriers with whom Great Lakes has had direct-connect arrangements for many years carry traffic on a wholesale basis for other carriers throughout the country, including Tier 1 carriers such as [[BEGIN

CONFIDENTIAL]]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

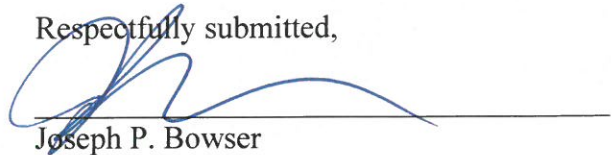
[REDACTED] **[[END CONFIDENTIAL]]** AT&T’s purposeful decision to decline each and every one of those many alternatives, which are clearly acceptable to the rest of the nation’s Tier 1 carriers, is presumably designed to manufacture “support” for AT&T’s misguided collateral attack on the FCC’s 2011 *Connect America Fund Order* intercarrier compensation rules on tandem and transport services, under which AT&T seeks prospective relief on the charges it has not paid for in many, many years.¹⁰

¹⁰ *Pleading Cycle Established for Comments on AT&T’s Petition for Forbearance from Certain Tariffing Rules*, Public Notice, WC Docket No. 16-363, DA 16-1239 (Nov. 2, 2016).

PUBLIC VERSION

DATED: November 18, 2016

Respectfully submitted,

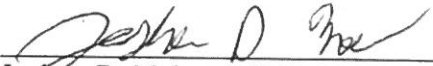


Joseph P. Bowser
G. David Carter
INNOVISTA LAW PLLC
115 East Broad Street
Richmond, VA 23219
T: (804) 729-0051
F: (202) 750-3503
joseph.bowser@innovistalaw.com
david.carter@innovistalaw.com

COUNSEL FOR GREAT LAKES
COMMUNICATION CORP.

VERIFICATION

I, Joshua D. Nelson, on behalf of Great Lakes Communication Corp., hereby declare that the foregoing interrogatory responses are truthful and correct to the best of my knowledge, information, and belief.



Joshua D. Nelson, CEO
Great Lakes Communication Corp.

PUBLIC VERSION

CERTIFICATE OF SERVICE

I hereby certify that on November 18, 2016, I caused a copy of the foregoing **Responses and Objections to AT&T Corp.'s First and Second Requests for Interrogatories** to be served as indicated in brackets below to the following:

Marlene H. Dortch
Office of the Secretary
Market Disputes and Resolution Division
Federal Communications Commission
445 12th St., S.W.
Washington, DC 20554

[Public Version via ECFS and Original via
Federal Express; Confidential and Highly
Confidential Versions via Federal Express]

Lisa Griffin
Anthony DeLaurentis
Sandra Gray-Fields
Christopher Killion
Federal Communications Commission
Enforcement Bureau
445 12th St., S.W.
Washington, DC 20554

[Public, Confidential and Highly
Confidential Versions via e-mail]

Mr. James F. Bendernagel Jr.
Mr. Michael J. Hunseder
Benton Keatley
SIDLEY AUSTIN LLP
1501 K Street, N.W.
Washington, DC 20005-0000

[Public, Confidential and Highly Confidential
Versions via e-mail]

Mr. Brian A. McAleenan
Mr. Benjamin R. Brunner
SIDLEY AUSTIN LLP
One S. Dearborn Street, Suite 2800
Chicago, IL 60603

[Public, Confidential and Highly Confidential
Versions via e-mail]

Letty Friesen
AT&T Services, Inc.
161 Inverness Drive West
Englewood, CO 80112

[Public, Confidential and Highly Confidential
Versions via e-mail]

Respectfully submitted,



Joseph P. Bowser